

<i>SERFF Tracking Number:</i>	<i>EMCN-126675216</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>EMC National Life Company</i>	<i>State Tracking Number:</i>	<i>45960</i>
<i>Company Tracking Number:</i>			
<i>TOI:</i>	<i>H15I Individual Health - Hospital/Surgical/Medical Expense</i>	<i>Sub-TOI:</i>	<i>H15I.001 Health - Hospital/Surgical/Medical Expense</i>
<i>Product Name:</i>	<i>Medicare Supplement</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Filing at a Glance

Company: EMC National Life Company

Product Name: Medicare Supplement

TOI: H15I Individual Health -

Hospital/Surgical/Medical Expense

Sub-TOI: H15I.001 Health -

Hospital/Surgical/Medical Expense

Filing Type: Form

SERFF Tr Num: EMCN-126675216 State: Arkansas

SERFF Status: Closed-Filed-

State Tr Num: 45960

Closed

Co Tr Num:

State Status: Filed-Closed

Author: Mark Rowley

Date Submitted: 06/15/2010

Reviewer(s): Stephanie Fowler

Disposition Date: 07/07/2010

Disposition Status: Filed-Closed

Implementation Date:

Implementation Date Requested: On Approval

State Filing Description:

General Information

Project Name:

Project Number:

Requested Filing Mode:

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 07/07/2010

Status of Filing in Domicile: Authorized

Date Approved in Domicile: 06/14/2010

Domicile Status Comments:

Market Type: Individual

Group Market Size:

Group Market Type:

Explanation for Other Group Market Type:

State Status Changed: 07/07/2010

Created By: Mark Rowley

Corresponding Filing Tracking Number:

Deemer Date:

Submitted By: Mark Rowley

PPACA: Not PPACA-Related

Filing Description:

This filing is regarding our Pre-1992 Medicare Supplement Policies

EMC National Life Company (EMCNL) is the post-merger successor of National Travelers Life Company (NTL). At one time, NTL wrote a substantial volume of health-related products, including major medical, cancer and specified disease and Medicare Supplement policies. NTL exited the Major Medical market in 2000, and EMCNL recently transferred most of its cancer book to Central United Life, through reinsurance and assumption agreements. With its primary focus now being Life and Annuity products, EMCNL is in the process of reviewing the small remaining book of health-type and

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Medicare Supplement policies, to determine the best way to service these accounts.

We currently have a total of 22 Medicare Supplement policies in effect, spread over 10 states. We have one policyholder who is an Arkansas resident. The policy was issued on July 1, 1988. By its own terms, the policy is subject to non-renewal at the option of the Company.

We understand and appreciate that your Office may have a concern that, notwithstanding the absence of guaranteed renewability of this policy, there might not be a correlating guarantee of insurability for the policyholder, to enable the insured to obtain replacement coverage. Our state of domicile, Iowa, has determined that the single policyholder in Iowa is indeed guaranteed the right to obtain replacement coverage, and we will need to give the policyholder an appropriate notice. We have identified an agent who will be happy to assist the policyholder in obtaining replacement coverage, and can provide a referral, if the policyholder so desires.

Iowa requested that we submit and obtain approval for the notice letter we propose to send to the policyholder. Iowa also requested that we send a parallel notice letter to a member of the policyholder's family or other representative of the policyholder; we believe, but are not certain, that we are in possession of or can obtain that information. Iowa also requested that we include in our notice letter contact information for their senior health insurance program, and we were happy to do that. We have attempted to do the same for Arkansas' program in the notice letter included in this filing. Please find in supporting documentation these draft notice letters, to go respectively to the policyholder and the family member for the policy active in Arkansas.

Please accept this as our official request for approval to non-renew our pre-1992 Medicare Supplement policy in Arkansas. In addition, please evaluate our notice letters, to inform the policyholder and a family member of the policyholder's right to obtain replacement coverage, and instruct us regarding any other information you want us to include in our notice letters. Note that our state of domicile, Iowa, has granted our request to non-renew our pre-1992 Medicare Supplement policy in Iowa.

Thank you for your kind assistance in this matter.

Company and Contact

Filing Contact Information

Michele Johnson, Actuarial Analyst mjohnson@emcnl.com
4095 NW Urbandale Dr. 515-237-2146 [Phone]
Urbandale, IA 50322 515-237-2281 [FAX]

Filing Company Information

SERFF Tracking Number: EMCN-126675216 State: Arkansas
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Product Name: Medicare Supplement

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EMC National Life Company

CoCode: 62928

State of Domicile: Iowa

4095 NW Urbandale Drive

Group Code:

Company Type: L and Health

Urbandale, IA 50322-7914

Group Name:

State ID Number:

(515) 645-4000 ext. 4094[Phone]

FEIN Number: 42-0868851

Filing Fees

Fee Required? No

Retaliatory? No

Fee Explanation:

Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
EMC National Life Company	\$0.00	06/15/2010	

SERFF Tracking Number:	EMCN-126675216	State:	Arkansas
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TOI:	H151 Individual Health - Hospital/Surgical/Medical Expense	Sub-TOI:	H151.001 Health - Hospital/Surgical/Medical Expense
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Filed-Closed	Stephanie Fowler	07/07/2010	07/07/2010

SERFF Tracking Number: *EMCN-126675216*

State: *Arkansas*

Filing Company: *EMC National Life Company*

State Tracking Number: *45960*

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TOI: *H15I Individual Health -
Hospital/Surgical/Medical Expense*

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Expense*

Product Name: *Medicare Supplement*

Project Name/Number: */*

Disposition

Disposition Date: 07/07/2010

Implementation Date:

Status: Filed-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: EMCN-126675216 State: Arkansas

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Health - Actuarial Justification		Yes
Supporting Document	Outline of Coverage		Yes
Supporting Document	PPACA Uniform Compliance Summary		Yes
Supporting Document	Notice Letter	Filed	Yes
Supporting Document	Notice Letter to Family	Filed	Yes
Form	Medicare Supplement	Accepted for Informational Purposes	Yes

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Form Schedule

Lead Form Number: HP6930

Schedule Item	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
Accepted for Information al Purposes 07/07/2010	HP6930	Policy/Cont Medicare ract/Fratern Supplement al Certificate	Initial		50.000	HP6930.pdf



NATIONAL TRAVELERS LIFE CO.

A MUTUAL COMPANY ■ DES MOINES, IOWA ■ ORGANIZED IN 1907

INSURED

of persons convalescing from
ents under the supervision of a
sing service; (c) maintains a daily
ent; and (d) is approved for pay-
or is qualified to receive such
It does not mean a rest or nurs-
marily for the care of the aged.

POLICY DATE

POLICY NUMBER

calendar period means a per-
first full day you are in a hospi-
not been in a hospital or skilled
in a row.

PREMIUM

"Calendar year" means a peri-
January 1 and ends on Decem-

PREMIUM INTERVAL

MEDICARE SUPPLEMENT POLICY

We will pay the benefits of this policy, subject to its definitions, provisions, exceptions and limitations.

RENEWAL MAY BE DECLINED ONLY BY STATE PREMIUMS MAY BE CHANGED

If each premium is paid before the end of its grace period, you have the right to renew this policy for life unless we refuse to renew all policies of this form number in your state of residence.

We reserve the right to change the table of premium rates for this policy form in your state of residence and to change the premium of this policy. The original classification, age and sex will be used in determining the revised premium for this policy.

The premium may be adjusted not only because of a change in the table of premium rates but also because of an increase in your age.

IMPORTANT NOTICE — 30 DAY RIGHT OF POLICY EXAMINATION

Please read this policy carefully. Notify us of any errors or omissions.

A

If you are not satisfied with this policy, you may return it to us or our agent within 30 days after you receive it. We will then refund any premium paid for the policy and the policy will be void as of the Policy Date.

Israel K. Blake
Secretary

Paul J. Saly
President

Wherever used in this policy:

"You, Your" means the person named in the Policy Schedule as Insured.

"We, Our, Us" means National Travelers Life Company.

"Skilled nursing facility" means a legally operated institution or that part of an institution which: (a) is for the skilled nursing care and treatment of persons convalescing from injury or sickness as inpatients under the supervision of a doctor; (b) has 24-hour nursing service; (c) maintains a daily medical record of each patient; and (d) is approved for payment of Medicare benefits or is qualified to receive such approval, if so requested. It does not mean a rest or nursing home nor a facility primarily for the care of the aged.

"Doctor" means any person, other than yourself or member of your immediate family, licensed by the state to treat the type of injury or sickness for which claim is made and operating within the scope of the license.

"Medicare" means the Hospital and Supplementary Medical Insurance Program established by Title XVIII of the Social Security Act of 1965, as amended.

"Medicare copayment amount" means the amount you must pay each day during the 21st through the 100th day of confinement in a skilled nursing facility certified by Medicare.

"Benefit period" means a period of time that starts with the first full day you are in a hospital. It ends when you have not been in a hospital or skilled nursing facility for 60 days in a row.

"Calendar year" means a period of one year that begins January 1 and ends on December 31.

"Medicare calendar year deductible amount" means the amount you must pay each calendar year before benefits can be paid under Part B of Medicare.

"Allowable charges" means charges for medical care received to the extent allowed by Medicare.

II. BENEFIT PROVISIONS

BENEFIT A. HOSPITAL AND SKILLED NURSING FACILITY BENEFITS

HOSPITAL: When Part A of Medicare pays for your confinement in a hospital, we will pay your initial deductible and the covered charges not paid by Medicare. When Medicare stops paying because it has paid all it can in a benefit period (including your lifetime reserve), we will pay 100% of your Medicare eligible expenses for necessary hospital confinement in the same benefit period, subject to a lifetime benefit of 365 days.

SKILLED NURSING FACILITY CERTIFIED BY MEDICARE: When Part A of Medicare pays for your confinement in a skilled nursing facility certified by Medicare, we will pay the Medicare copayment amount. When Medicare stops paying because it has paid all it can in a benefit period, we will pay 150% of the Medicare copayment amount for each day you are necessarily confined in a skilled nursing facility for a maximum of 265 days in the same benefit period.

SKILLED NURSING FACILITY NOT CERTIFIED BY MEDICARE: We will pay the Medicare copayment amount for the 21st through the 100th day of your confinement in a skilled nursing facility not certified by Medicare. We will pay 150% of the Medicare copayment amount for each day you are necessarily confined in a skilled nursing facility from the 101st day through the 365th day in the same benefit period.

Your confinement must: (a) be recommended by a doctor; (b) start within 30 days after you leave a hospital after a

required stay of 3 days; and (c) be for the continued treatment of the condition for which you were in the hospital.

BENEFIT B. MEDICAL BENEFITS

When you incur allowable charges under Part B of Medicare for the services of a doctor and/or other medical services or supplies, we will pay 40% of those allowable charges. We will not pay anything towards the expenses used to satisfy the Medicare calendar year deductible.

If you are not enrolled in Part B of Medicare, we will pay benefits as if you were enrolled.

BENEFIT C. BLOOD DEDUCTIBLE BENEFIT

When the replacement of blood would be covered by Medicare, we will pay for your initial deductible for this benefit.

BENEFIT D. HOSPICE BENEFIT

When Medicare pays for Hospice care, we will pay 100% of usual reasonable and customary covered charges to the extent that they are not paid by Medicare.

BENEFIT E. FOREIGN TRAVEL BENEFIT

When Medicare does not cover necessary medical expenses incurred outside the United States, we will pay 80% of usual reasonable and customary charges up to \$5,000 per calendar year.

III. PRE-EXISTING CONDITIONS LIMITATIONS

Pre-existing conditions you had before the Policy Date are not covered until six months after the effective date of coverage. Only expense you incur for such conditions after six months from the effective date of coverage is covered.

A pre-existing condition is a condition for which medical advice was given or treatment was recommended by or received from a doctor within six months before the Policy Date.

IV. EXCEPTIONS AND LIMITATIONS

1. Only those expenses recognized under Part A of Medicare as covered charges and under Part B of Medicare as allowable charges are covered by this policy. We will not pay for any expense not found to be reasonable or necessary by Medicare.
2. We will not pay for any expense incurred before the Policy Date.
3. We will not pay for any loss caused by war or an act of war.
4. We will not pay benefits after termination of this policy unless the expenses are for a condition which caused a benefit period to begin while the policy was in force. No benefits are provided for expense incurred after the benefit period ends.
5. Benefits of this policy will be changed automatically to coincide with any changes in the applicable Medicare deductible amount and copayment percentage factors. Premiums may be changed to correspond with the changes.

SAMPLE

V. PREMIUMS

A. PAYMENT OF PREMIUMS

This policy is effective and the first premium is due on the Policy Date. Future premiums are due and payable in advance on the same day of the month as the Policy Date at the interval selected. All periods of insurance begin and end at 12 o'clock noon, standard time at your residence.

Premiums may be paid annually, semi-annually, quarterly or monthly. You may change the frequency of premium payments, subject to our rules, by writing to us at our home office.

Premiums should be sent to us at our home office. The person paying the premium will be given a receipt on request.

The payment of any premium will not continue this policy in force after the date when the next premium is due except as provided in the grace period provision.

B. GRACE PERIOD

The policy has a 31 day grace period. This means that if a premium is not paid on or before the date it is due, it may be paid during the following 31 days. The grace period will not apply if, at least 30 days before the premium due date,

we have delivered or mailed to your last address shown in our records written notice of our intent not to renew this policy. During the grace period the policy will stay in force.

C. REINSTATEMENT

If the premium is not paid before the grace period ends, the policy will lapse. Later acceptance of the premium by us or by an agent authorized to accept payment without requiring an application for reinstatement will reinstate this policy.

If we or our agent require an application, you will be given a conditional receipt for the premium. If the application is approved, the policy will be reinstated as of the approval date. Lacking that approval, the policy will be reinstated on the 45th day after the date of the conditional receipt unless we have previously written you of its disapproval.

The reinstated policy will cover only loss that results from an injury sustained after the date of reinstatement or sickness that starts more than 10 days after that date. In all other respects, your rights and our rights will remain the same, subject to any provisions noted on or attached to the reinstated policy.

VI. CLAIMS

A. NOTICE OF CLAIM

Written notice of claim must be given within 20 days after a covered loss starts or as soon as reasonably possible. The notice must be given to us at our home office or to our agent. Notice should include your name and policy number.

B. CLAIM FORMS

When we receive the notice of claim, we will send you the forms for filing proof of loss. If these forms are not given to you within 15 days, you will meet the proof of loss requirements by giving us a written statement of the nature and extent of the loss within the time limit stated in the Proof of Loss provision.

C. PROOF OF LOSS

Written proof of loss must be given to us within 90 days after that loss. If it is not reasonably possible to give written proof in the time required, we will not reduce or deny the claim for this reason if the proof is filed as soon as reasonably possible. In any event, the proof required must be given no later than one year from the time specified unless you are legally incapacitated.

D. TIME OF PAYMENT OF CLAIMS

We will pay all benefits then due for your loss as soon as we receive written proof of loss.

E. PAYMENT OF CLAIMS

Benefits will be paid to you or your estate. If benefits are payable to your estate, we may pay up to \$1,000 to any relative of yours who we find is entitled to them. Payment made in good faith will fully discharge us to the extent of the payment.

F. PHYSICAL EXAMINATION

At our expense, we have the right to have you examined as often as reasonably necessary while a claim is pending.

G. LEGAL ACTIONS

No legal action may be brought to recover on this policy within 60 days after written proof of loss has been given as required by this policy. No such action may be brought after three years from the time written proof of loss is required to be given.

VII. GENERAL PROVISIONS

A. CONSIDERATION

Your policy is issued in consideration of your application and payment of the first premium which is due on the Policy Date.

B. ENTIRE CONTRACT; CHANGES

This policy, and any attachments, is the entire contract between you and us. No change in this policy will be effective until approved by a company officer. This approval must be noted on or attached to this policy. No agent may change this policy or waive any of its provisions.

C. TIME LIMIT ON CERTAIN DEFENSES

a. Misstatements in the Application:

After this policy has been in force for two years during your lifetime (excluding any period during which you

are disabled), we cannot contest the statements in the application.

(b) Pre-existing Conditions:

No claim for loss that occurs after six months from the Policy Date will be reduced or denied because a sickness or physical condition not excluded by name or specific description before the date of loss has existed before the effective date of coverage.

D. CONFORMITY WITH STATE STATUTES

Any provision of this policy which, on its effective date, is in conflict with the laws of the state in which you reside on that date is amended to conform to the minimum requirements of those laws.

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Supporting Document Schedules

	Item Status:	Status Date:
Bypassed - Item:	Flesch Certification	
Bypass Reason:	N/A	
Comments:		

	Item Status:	Status Date:
Bypassed - Item:	Application	
Bypass Reason:	N/A	
Comments:		

	Item Status:	Status Date:
Bypassed - Item:	Health - Actuarial Justification	
Bypass Reason:	N/A	
Comments:		

	Item Status:	Status Date:
Bypassed - Item:	Outline of Coverage	
Bypass Reason:	N/A	
Comments:		

	Item Status:	Status Date:
Bypassed - Item:	PPACA Uniform Compliance Summary	
Bypass Reason:	N/A	
Comments:		

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Item Status: **Status**
Date:
Satisfied - Item: Notice Letter Filed 07/07/2010
Comments:
Attachment:
notice letter draft - AR.pdf

Item Status: **Status**
Date:
Satisfied - Item: Notice Letter to Family Filed 07/07/2010
Comments:
Attachment:
notice letter draft - AR - family.pdf



[date]

[address]

Re: Termination of Medicare Supplement Policy Number _____

Dear [policyholder name]:

We are writing to you regarding your Medicare Supplement policy number _____. Effective _____, your coverage under this policy is being terminated. All claims incurred prior to the (date) termination date will be adjudicated under the provisions of the above-referenced policy.

EMC National Life Company will no longer be offering or writing Medicare Supplement Policies. Because your policy is being terminated through no fault of your own, you are guaranteed the ability to obtain replacement coverage. This replacement policy must cover all of your existing medical conditions, cannot exclude any existing conditions, and you cannot be charged more for your policy than other policyholders, based on your medical condition(s) or health problems.

In order to obtain your guaranteed replacement coverage, you must obtain this coverage no more than 63 days after your policy termination date of _____. Your latest guaranteed replacement date is thus _____. While EMC National Life Company is no longer offering Medicare Supplement policies, many of our independent agents represent other companies that offer these policies. We will be happy to provide you with the name of one of these agents, should you wish to contact him or her for assistance in finding replacement coverage.

We have appreciated the opportunity to have you as a customer. Please let us know, if we can be of any further assistance to you. If you have any questions, or if you wish contact information for an agent who can assist you with replacement coverage, please call our Call Center, at 1-800-232-5818. You may also contact Arkansas' Senior Health Insurance Program at 1-800-224-6330 for information on a new company. Thank you.

Sincerely yours,

[name, title, etc.]



[date]

[address]

Re: Termination of Medicare Supplement Policy Number _____

Dear [policyholder family member name]:

We are writing to you regarding Medicare Supplement policy number _____, providing coverage for _____. Effective _____, _____'s coverage under this policy (policyholder) (date) (policyholder's) is being terminated. All claims incurred prior to the termination date will be adjudicated under the provisions of the above-referenced policy.

EMC National Life Company will no longer be offering or writing Medicare Supplement Policies. Because this policy is being terminated through no fault of the policyholder, _____ (policyholder)

is guaranteed the ability to obtain replacement coverage. This replacement policy must cover all of _____'s existing medical conditions, cannot exclude any existing conditions, and (policyholder's) _____ cannot be charged more for the replacement policy than other policyholders, (policyholder) based on _____'s medical condition(s) or health problems. (policyholder's)

In order to obtain guaranteed replacement coverage, _____ must obtain this (policyholder)

coverage no more than 63 days after the policy termination date of _____. The latest guaranteed replacement date is thus _____. While EMC National Life Company is no longer offering Medicare Supplement policies, many of our independent agents represent other companies that offer these policies. We will be happy to provide you with the name of one of these agents, should you wish to contact him or her for assistance in finding replacement coverage for _____. You may also contact Arkansas' Senior Health Insurance Program at (policyholder)

1-800-224-6330 for information on a new company.

We have appreciated the opportunity to have _____ as a customer. Please let us (policyholder)

know, if we can be of any further assistance to you. If you have any questions, or if you wish contact information for an agent who can assist you with replacement coverage, please call our Call Center, at 1-800-232-5818. Thank you.

Sincerely yours,

[name, title, etc.]